

PROOF OF CLAIM

Name of Debtor
Debit Corporation of America, Inc.Case Number
04-14360 - BKC - AJC

NOTE: This form should not be used to make a claim for an administrative expense arising after the commencement of the case. A "request" for payment of an administrative expense may be filed pursuant to 11 U.S.C. § 503. (See Local Rule 3001-1(B))

IMPORTANT: THIS CLAIM FORM
SHOULD ONLY BE USED BY THE
CREDITOR WHOSE NAME IS
PRINTED ON THIS CLAIM FORM.

Name of Creditor (The person or other entity to whom the debtor owes money or property):

Tom Tucker

Name and Address where notices should be sent:

Tom Tucker
9560 Capiland Rd.
Desert Hot Springs CA 92240-1139FRANK B. PERRY, Esq.
346 OLD COUNTRY ROAD
RINGGOLD, GA 30736
(706) 965-8639

Telephone Number:

(760) 329-1581

- ☐ Check box if you are aware that anyone else has filed a proof of claim relating to your claim. Attach copy of statement giving particulars.
- ☐ Check box if you have never received any notices from the bankruptcy court in this case.
- ☐ Check box if the address differs from the address on the envelope sent to you by the court.

Account or other number by which creditor identifies debtor:

(If SS# only list last 4 digits of SS#):

CLOSED ACCOUNT # 10000 14850886

Check here if
this claim☐ replaces
☐ amends

a previously filed claim, dated _____

1. Basis for Claim

- ☐ Goods sold
- ☐ Services performed
- ☐ Money loaned
- ☐ Personal injury/wrongful death
- ☐ Taxes
- ☒ Other CONSUMER FRAUD

- ☐ Retiree benefits as defined in 11 U.S.C. § 1114(a)
- ☐ Wages, salaries, and compensation (fill out below)
- Last four digits of SS #: XXX-XX- _____
- Unpaid compensation for services performed from _____ to _____ (date) (date)

2. Date debt was incurred:

MARCH 8, 2004

3. If court judgment, date obtained:

4. Total Amount of Claim at Time Case Filed: \$21,000.00 + _____ + _____ = \$21,000.00
(Unsecured Nonpriority) (Secured) (Unsecured Priority) (Total)

Complete items 5, 6, and 7 (as applicable) to further describe the amount(s) you indicated in item 4.

☐ Check this box if claim includes interest or other charges in addition to the principal amount of the claim. Attach itemized statement of all interest or additional charges.

5. Secured Claim.

☐ Check this box if your claim is secured by collateral (including a right of setoff).

Brief Description of Collateral:

- ☐ Real Estate ☐ Motor Vehicle
- ☐ Other _____

Value of Collateral: \$ _____

Amount of arrearage and other charges at the time the case was filed included in secured claim, if any: \$ _____

6. Unsecured Nonpriority Claim \$ 21,000.00

☒ Check this box if: a) there is no collateral or lien securing your claim, or b) your claim exceeds the value of the property securing it, or if c) none or only part of your claim is entitled to priority.

7. Unsecured Priority Claim.

☐ Check this box if you have an unsecured priority claim

Amount entitled to priority \$ _____

Specify the priority of the claim:

- ☐ Wages, salaries, or commissions (up to \$4,925)* earned within 90 days before filing of the bankruptcy petition or cessation of the debtor's business, whichever is earlier - 11 U.S.C. § 507(a)(3).
- ☐ Contributions to an employee benefit plan - 11 U.S.C. § 507(a)(4).
- ☐ Up to \$ 2,225* of deposits toward purchase, lease, or rental of property or services for personal, family, or household use - 11 U.S.C. § 507(a)(6).
- ☐ Alimony, maintenance, or support owed to a spouse, former spouse, or child - 11 U.S.C. § 507(a)(7).
- ☐ Taxes or penalties owed to governmental units - 11 U.S.C. § 507(a)(8).
- ☐ Other - Specify applicable paragraph of 11 U.S.C. § 507(a)().

*Amounts are subject to adjustment on 4/1/07 and every 3 years thereafter with respect to cases commenced on or after date of adjustment.

8. Credits: The amount of all payments on this claim has been credited and deducted for the purpose of making this proof of claim.

9. Supporting Documents: Attach legible copies of supporting documents, such as promissory notes, purchase orders, invoices, itemized statements of running accounts, contracts, court judgments, mortgages, security agreements, and evidence of perfection of lien. DO NOT SEND ORIGINAL DOCUMENTS. If the documents are not available, explain. If the documents are voluminous, attach a summary. Supporting documents should not exceed 5 pages (See reverse for instructions)

10. Date-Stamped Copy: To receive an acknowledgment of the filing of your claim, enclose a stamped, self-addressed envelope and copy of this proof of claim. Research and/or copy charges will apply for future copy requests of claims.

Date

6/21/04

Sign and print the name and title, if any, of the creditor or other person authorized to file this claim (attach copy of power of attorney, if any):

Thomas A. Tucker [THOMAS A. TUCKER, FRAUD VICTIM]

Penalty for presenting fraudulent claim: Fine of up to \$500,000 or imprisonment for up to 5 years, or both. 18 U.S.C. §§ 152 and 3571.

SETTLEMENT AGREEMENT

THIS AGREEMENT is made and entered into this ____ day of February, 2004, by and between **DEBIT CORPORATION OF AMERICA, INC.**, a Florida corporation, 3475 Sheridan Street, Suite 215F, Hollywood, Florida 33021 (hereinafter referred to as "Seller") and **TOM TUCKER**, 9560 Capiland Road, Desert Hot Springs, CA 92240 (hereinafter referred to as "Buyer").

WITNESSETH:

WHEREAS, the Seller and Buyer entered into a written Purchase Order Agreement for the sale and purchase of 6 Prepaid MasterCard Systems and \$6,000.00 of Prepaid MasterCard Activation Certificates; and

WHEREAS, the Seller and Buyer are desirous of canceling said Agreement; and

WHEREAS, the Seller and Buyer have agreed upon an amicable resolution of all disputes between them and, without either party admitting liability or fault, desire to reduce the settlement agreement to writing.

NOW, THEREFORE, in consideration of the foregoing and the mutual covenants hereinafter contained, the receipt and sufficiency whereof are acknowledged, the Seller and Buyer agree to the following:

1. Seller shall pay Buyer \$22,000.00 (hereinafter referred to as the "Settlement Amount") in full settlement of all claims. The Settlement Amount shall be paid as follows: within one week after (1) execution of this Settlement Agreement, (2) execution of the General Release, and (3) proof of delivery of all notices as required by Paragraph 5, Seller shall pay Buyer \$6,000.00; within one week after Seller has received delivery of 6 Prepaid MasterCard Systems and all Prepaid MasterCard Activation Certificates in Buyer's possession, custody or control as required by Paragraph 6, Seller shall pay Buyer an additional \$6,000.00; within thirty days thereafter, Seller shall pay Buyer an additional \$6,000.00; and within thirty days thereafter, Seller shall pay Buyer an additional \$4,000.00. There is a 10 day grace period on payment.

2. The Purchase Order Agreement for the sale and purchase of Prepaid MasterCard Systems and other items is hereby canceled, rescinded, terminated and in all respects void and of no force or effect. Seller and Buyer are discharged from all obligations under the Purchase Order Agreement and all right and remedies under the Purchase Order Agreement are canceled.

3. Upon full payment of the Settlement Amount, Buyer releases and discharges Seller of and from all claims, demands, suits, and causes of action of any kind whatsoever. The General Release shall be separately executed and delivered together with this Settlement Agreement, understanding that said General Release shall become effective only upon full and final payment of the Settlement Amount.

4. Buyer shall not file nor participate in any action, claim or proceeding of any type



whatsoever against Seller, its heirs, representatives, agents, executors or assigns. Notwithstanding the foregoing, in the event Seller fails to make payments when due, Buyer shall have the right to bring an action at law to recover the unpaid Settlement Amount. In the event Buyer breaches this provision, Buyer shall be liable to Seller for repayment of the full Settlement Amount as agreed damages for his breach of this Agreement and shall be further liable to Seller for its attorneys' fees and court costs incurred in defending against any such action, claim or proceeding as well as in enforcing the terms of this Settlement Agreement.

5. As a condition to the obligation to make any settlement payment, Buyer shall deliver letters, notices and/or other written correspondence to the Better Business Bureau, Miami Intercoastal Police Department, Federal Trade Commission, Florida State Attorney General's Office, Florida Department of Agriculture and Consumer Services, Consumer Services Division, Federal Bureau of Investigation Interstate Banking Fraud Division, 60 Minutes Investigative News, and any and all State and Federal agencies and internet sites to whom Buyer has previously made or posted complaints regarding Seller. Said notices shall formally withdraw any and all complaints Buyer has made and shall further state that all disputes with Debit Corporation of America have been amicably resolved. A copy of all of said letters, notices and/or other correspondence, showing proof of deliver of the originals, shall be delivered to Seller. In the event Seller fails to make payments when due, Buyer shall have the right to communicate this breach to appropriate State or Federal agencies.

6. As a condition to the obligation to make any settlement payment after the initial payment, Buyer shall redeliver to Seller by UPS Ground Delivery 6 Prepaid MasterCard Systems and all Prepaid MasterCard Certificates in Buyer's possession, custody or control. Seller shall reimburse Buyer for the UPS delivery charges.

7. Venue for any dispute between the parties regarding this Agreement shall be in Miami-Dade County, Florida and shall be determined by the laws of the State of Florida.

8. Seller and Buyer acknowledge that this Agreement is entered into freely and voluntarily, each party fully understands each term of this Agreement.

EXECUTED the day and year first above written.

Witnesses:

DEBIT CORPORATION OF AMERICA, INC.,

By: W. Gordon 7/9/04
~~Jack Gordon, President~~

1. Tom Tucker

(Print Name & Address:)

9560 Capitano Rd
Desert Hot Springs, CA 92240

Tom Tucker

TOM TUCKER, "Buyer"

2. Shane Goodwill

(Print Name & Address:)

Shane Goodwill
311 S. Sunrise Way #A15, Palm Springs, CA
92262

Shane Goodwill

Shane Goodwill
2344 E. Tanquitz Canyon Way
P.S. 92262



05-24-04

Notice of Returned Deposited Check

We want to let you know that a check deposited in, or cashed against, your account was returned unpaid. The check amount, along with a Returned Deposited Item Fee, was withdrawn from your account on the date listed above. Unfortunately, your account is overdrawn. Please make a deposit to restore a positive balance. If you have any questions, please call us at 1-800-788-7000.

Account Number:
876-442569-7

Reason for return: ACCOUNT CLOSED

Amount: 6,000.00
Fee : 5.00
Total : 6,005.00

TOM TUCKER
9560 CAPILAND RD
DESERT HOT SPRINGS CA 92240-1139

FD030001 00098

DEBIT CORPORATION OF AMERICA, INC.
3475 SHERIDAN STREET, SUITE 215 F
HOLLYWOOD, FL 33021

SUNTRUST BANK
HALLANDALE, FL 33000
63-8071670

2185

4/28/2004

PAY TO THE
ORDER OF Tom Tucker

\$ **6,000.00

Six Thousand and 00/100

DOLLARS

MEMO Payment 2 of 4 Per Agreement

⑈002185⑈ ⑆067006076⑆ 1000014850886⑈

⑈0000600000⑈

HAMILTON ASSOCIATES

Thomas Tucker
Desert Pre-Paid Master Card
178 South Rafael
Palm Springs, CA 92262

Dear Mr. Tucker:

Thank you for engaging Hamilton Associates to provide Desert Pre-Paid Master Card the following services:

Web Site Development and Hosting	\$2,850.00
E-Commerce Development	<u>\$2,150.00</u>
	\$5,000.00

Thank you for this important assignment!

Sincerely,


Monte Hamilton

UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF FLORIDA
www.flsb.uscourts.gov

In re:

CASE NO. 04-14360-BKC-AJC
CHAPTER 7

DEBIT CORPORATION OF
AMERICA, INC.

Debtor.

**NOTICE OF CONTINUED
MEETING OF CREDITORS**

NOTICE IS HEREBY GIVEN that the Meeting of Creditors scheduled for June 15, 2004 has been reset to June 23, 2004 at 1:15 p.m. at the Claude Pepper Federal Building, 51 SW First Avenue, Room 102, Miami, FL 33130.

WE HEREBY CERTIFY that a true and correct copy of the foregoing was mailed to Alan L. Goldberg, Trustee, 111 SW 3rd Street, #701, Miami, FL 33130; Ronald G. Neiworth, Esq., Fowler, White & Burnett, P.A., attorneys for Trustee, Bank of America Tower, 17th Floor, 100 SE 2nd Street, Miami, FL 33131 and all creditors on the service list on this 7th day of June, 2004.

JOEL M. ARESTY, P.A.
Attorneys for Debtor
Penthouse, Atrium Court Building
11077 Biscayne Boulevard
Miami, FL 33161
Phone: (305) 899-9876
Fax: (305) 899-9889

By: 

Joel M. Aresty, Esq.
FL Bar No. 197483